



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

1871, instead of 1781, as the date of the practical abolition by the Act of 28, Geo. III., of the Board of Trade and Plantations, which, up to that time, had wielded so important power over the American colonies, and in a third (p. 336), the Act of Union (of 1800) between Great Britain and Ireland is stated to have gone into effect on January 1, 1901.

As a convenient manual to show in orderly arrangement and historic progression the distribution of governmental power throughout the British dominions and the mode of its administration, the book has a place which it fills fairly well, but it bears little mark of original thought or investigation and hardly rises to the level of its title. It is handsomely printed and quite well indexed.

Simeon E. Baldwin.

Lawson on Contracts. Second edition. By John D. Lawson, LL.D., Dean of the Department of Law and Professor of Contracts and International Law in the University of Missouri. The F. H. Thompson Law Book Company, St. Louis. Sheep, pages xxi, 688.

Not to re-open the classic controversy as to the respective merits of the text-book and case systems in teaching law, we would submit as worthy of attention the method now pursued at Yale in the first-year course in contracts, and to suggest the book under discussion as a valuable adjunct to systems of a like nature. The method is the use of a text-book, supplemented by cases, or rather, perhaps, of cases introduced by a text-book. Now there are surprisingly few works which qualify as the introductory text-book in such a course. So to qualify, it is necessary that the book be brief, but not so brief as to necessitate uncomprehending, and, therefore, merely mechanical, memorizing. It should imply practically no legal knowledge to the student; consequently, it should be as free as possible from unexplained technical terms. It should make the relative importance to be accorded to the various principles plain by emphasis of position and space. Of all the writings on contracts scarcely any satisfy these requirements. "Lawson on contracts" is an exception. We should be doubtful, however, of the ability of the average student to attain a thorough knowledge of contracts from the use of a text-book of this nature, unaided by cases. Those very points, wherein its superiority as a preliminary text-book lies, militate against it as a means to thorough and complete knowledge. But as an introduction to the case method it is admirable.

Few, except those who have studied it in the schools, are familiar with the first edition of this work. Its elementary nature naturally precludes it from being among the citations used by judges. To these few, however, the second edition is recommended as a vast improvement upon the first. The more important subjects, such as Agreement, are given much more space, and the exceptions and digressions are curtailed. Not the least noticeable point of contrast between the two editions is the change—much

for the better—in the style of writing. For example, the subject of Agreement, in the first book, is introduced as follows: "Agreement consists where two persons are of the same mind and intent concerning the subject matter." In the second, the corresponding paragraph reads: "Agreement consists in two or more persons being of the same mind and intention concerning the subject-matter." Almost every sentence is improved in some way, making the whole much more clear and concise. The changes in the manner of publishing the book, while numerous, are unimportant. But the present work is a great improvement upon the former.

G. S. A.

Ewell on Fixtures. By Marshall D. Ewell, LL.D. Second edition by Frank H. Childs. Callaghan & Co., Chicago, 1905. Sheep, pages cviii, 784.

Since the first edition of *Ewell on Fixtures*, in 1876, much has been done toward unification in the Law of Fixtures, although at that time it had departed some distance from the transition stage between the harshness of the ancient English doctrine and the more lenient and reasonable modern theory. The text proper has remained practically unchanged, however, from that of the first edition except for some few omissions. But the notes are of vastly more value. The original digests of cases, which Mr. Childs has introduced, are numerous, and denote the various changes in the law. We believe that the space occupied by them, though a very considerable proportion of the book, was well used. We are assured that the present edition was prepared under Mr. Ewell's supervision, so that there can be no doubt that there will be no falling away from the high authority which the former edition has so long exercised.

G. S. A.

Pomeroy's Equity Jurisprudence. Third Edition. By John Norton Pomeroy, Jr., A.M., L.L.B. Bancroft-Whitney Company, San Francisco, 1905. Three volumes. Sheep, pages lviii, 3525.

When a new book upon any subject of law comes out one takes it up with a great curiosity to see if the author has really simplified the subject, or thrown new light upon it by the workings of his own brain in delving into the reasons for the rules and propositions stated, as, for example, Professor Thayer did in the subject of Evidence, but, along with the curiosity, there usually exists a lurking dread that one's time is to be spent in reading simply a restatement of the rules and decisions already stated. But, upon seeing a new edition of such a standard work as "*Pomeroy's Equity*" everywhere recognized as being authoritative, the feelings aroused are altogether different; a sadness creeps over one that the changed state of the law should demand a new edition of the work after the world has lost the master-mind who originally conceived it, and, coupled with this, is a certain resentment at the audacity of a new editor in thinking that he can improve upon the